

# COTTONWOOD HEIGHTS

## RESOLUTION NO. 2009-33

### A RESOLUTION APPROVING ENTRY INTO AN INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY FOR INSTALLATION AND MAINTENANCE OF A FIRE STATION WARNING FLASHER (1750 EAST FORT UNION BLVD.)

**WHEREAS**, the Interlocal Cooperation Act, UTAH CODE ANN. §11-13-101 *et. seq.* (the “*Interlocal Cooperation Act*”), provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

**WHEREAS**, Salt Lake County (the “*County*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

**WHEREAS**, the City desires to retain the County to install and maintain a fire station warning flasher at approximately 1750 East Fort Union Blvd. in the City (the “*Services*”); and

**WHEREAS**, the County has presented to the City, for its review and approval, an interlocal cooperation agreement between the County and the City (the “*Agreement*”) whereunder the County would provide the Services to the City on the terms and conditions specified in the Agreement; and

**WHEREAS**, the City’s municipal council (the “*Council*”) met in regular session on 16 June 2009 to consider, among other things, approving the City’s entry into the Agreement; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, the city attorney of the City has approved the form of the Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

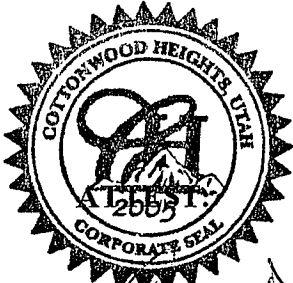
**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City’s entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Cottonwood Heights that the attached Agreement be, and hereby is, approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2009-33, shall take effect immediately upon passage.

PASSED AND APPROVED this 16<sup>th</sup> day of June 2009.

**COTTONWOOD HEIGHTS CITY COUNCIL**



Linda W. Dunlavy, Recorder

By *Kelvin H. Cullimore, Jr.*  
Kelvyn H. Cullimore, Jr., Mayor

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Gordon M. Thomas <i>excused</i>	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Don J. Antczak	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Bruce T. Jones	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 16<sup>th</sup> day of June 2009.

**RECORDED** this 16<sup>th</sup> day of June 2009.

WST\CH\524548.1

County Contract No. \_\_\_\_\_  
D.A. No. 2009-0857

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
SALT LAKE COUNTY  
AND  
COTTONWOOD HEIGHTS CITY  
FOR  
INSTALLATION AND MAINTENANCE OF  
FIRE STATION WARNING FLASHER**

***1750 East Fort Union Blvd.***

\_\_\_\_\_

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
2009, by and between COTTONWOOD HEIGHTS CITY, a body corporate and politic of the  
State of Utah, hereinafter called "CITY," and SALT LAKE COUNTY, a body corporate and  
politic of the State of Utah, hereinafter called "COUNTY."

**WITNESSETH:**

WHEREAS, the CITY desires to contract with the COUNTY for the installation of a new  
fire station warning flasher at 1750 East Fort Union Blvd.; and

WHEREAS, the parties are public agencies and are therefore authorized by the Utah  
Interlocal Cooperation Act, Section 11-13-101, et seq., U.C.A., to enter into agreements with  
each other which will enable them to make the most efficient use of their powers;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree  
as follows:

1. The COUNTY, through its Public Works Department, Operations Division, shall  
be responsible for all matters pertaining to the installation of a fire station warning flasher at

1750 East Fort Union Blvd. and will provide the necessary labor, equipment, and materials for said installation. Said work shall be performed to COUNTY standards for similar fire station warning flashers on COUNTY public roads and shall be completed on or before December 31, 2009.

2. The CITY shall reimburse the COUNTY for the total actual cost of the installation including labor, equipment, materials and indirect costs, if any, an amount not to exceed Forty-Seven Thousand Dollars (\$47,000.00). Indirect costs shall mean administrative costs relating to the cost of installation.

3. The COUNTY shall submit a detailed invoice to the CITY for installation costs which the CITY agrees to pay within thirty (30) days after the date the invoice is received.

4. Upon installation the signal shall be owned by the CITY and maintained by the COUNTY. The CITY shall pay to the COUNTY maintenance costs provided for in the Traffic Signal Maintenance Agreement between the parties.

5. The CITY and COUNTY are governmental entities under the Utah Governmental Immunity Act. Consistent with the terms of the Act, and as provided therein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. The parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees or agents involved in the matter pertaining to this agreement. The parties further agree to notify each other of any claims or actions under

which one party may have to indemnify the other within thirty (30) days of receiving such claim or action.

6. No separate entity is created by this agreement; however, to the extent that any administration of this agreement becomes necessary, then the Public Works Directors of both parties, or their designees, shall constitute a joint board for such purpose.

7. In the event that any property is acquired by the parties jointly for the undertaking and paid by both of them, then it shall be divided as the parties' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this agreement, then the property so purchased shall be and remain the property of the party which purchased it.

8. The COUNTY shall not assign or subcontract the services covered by this agreement without the prior written approval of the CITY.

9. This agreement contains the entire agreement between the parties, and no other promises or understandings, express or implied, shall be binding upon the parties. No amendment to this agreement shall be effective unless made in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have subscribed their names hereon and caused this agreement to be duly executed on the day and year first above written.

SALT LAKE COUNTY

By \_\_\_\_\_  
Mayor or Designee

Approved as to form and legality

Gavin Audensen  
Deputy District Attorney  
Date 4 June 2009  
rt.word.cottonwoodhts-1750efortunion-gja.wpd

STATE OF UTAH     )  
                              : ss.  
County of Salt Lake    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me  
\_\_\_\_\_, who being duly sworn, did say that (s)he is the  
\_\_\_\_\_ of Salt Lake County, Office of Mayor, and  
that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

COTTONWOOD HEIGHTS CITY

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

Approved as to form and legality

\_\_\_\_\_  
City Attorney  
Date \_\_\_\_\_